

000671-WS

ORIGINAL

APPLICATION FOR TRANSFER TO GOVERNMENTAL AUTHORITY

(Pursuant to Section 367.071(4)(a), Florida Statutes)

00 "M" - 1-1-19-35
MAIL ROOM

TO: Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

The undersigned hereby makes application for the approval of the transfer of (all) or part of the facilities operated under Water Certificate No. 523-W and/or Wastewater Certificate No. 457-S located in Sumter County, Florida, and submits the following:

PART I APPLICANT INFORMATION

A) The full name (as it appears on the certificate), address and telephone number of the seller (utility):

LHTW Properties Inc. d/b/a Wildwood Estates
Name of utility

(352) 748-4449 (352) 748-7737
Phone No. Fax No.

5604 Heritage Blvd.
Office street address

<u>Wildwood</u>	<u>Florida</u>	<u>34785</u>
City	State	Zip Code

Same as above
Mailing address if different from street address

N/A
Internet address if applicable

B) The name, address and telephone number of a representative of the utility to contact concerning this application:

Don Choquer (604) 689-4440

Name Phone No.

1140 West Pender Street, Suite 1680
Street address

Vancouver BC V6E 4G1
City State Zip Code

C) The full name, address and telephone number of the governmental authority:

City of Wildwood
Name of utility

(352) 330-1330 (352) 330-1338
Phone No. Fax No.

100 N. Main Street
Office street address

Wildwood Florida 34785
City State Zip Code

Same as above
Mailing address if different from street address

N/A
Internet address if applicable

D) The name, address and telephone number of a representative of the governmental authority to contact concerning this application:

James Stevens (City Manager) (352) 330-1330
Name Phone No.

100 N. Main Street
Street address

Wildwood Florida 34785
City State Zip Code

PART II FINANCIAL INFORMATION

- A) Exhibit II-A - A copy of the contract pursuant to Rules 25-30.037(4)(c) and (d), Florida Administrative Code.
- B) Exhibit II-B - A statement regarding the disposition of customer deposits and the accumulated interest thereon.
- C) Exhibit II-C - A statement regarding the disposition of any outstanding regulatory assessment fees, fines or refunds owed.
- D) Exhibit II-D - A statement that the buyer (governmental authority) obtained from the utility or the Commission the utility's most recent available income and expense statement, balance sheet and statement of rate base for regulatory purposes and contributions-in-aid-of-construction.
- E) Indicate the date on which the buyer proposes to take official action to acquire the utility:

June 1, 2000

If only a portion of the utility's facilities is being transferred, a revised territory description and map of the utility's remaining territory must be provided, as discussed in PART III, below.

IF THE UTILITY'S ENTIRE FACILITIES ARE BEING TRANSFERRED, PLEASE DISREGARD PART III OF THIS APPLICATION FORM.

PART III CERTIFICATION

A) **TERRITORY DESCRIPTION**

Exhibit _____ - An accurate description of the utility's revised territory. If the water and wastewater territory is different, provide separate descriptions.

Note: Use the Survey of Public Lands method (township, range, section, and quarter section), if possible, or a metes and bounds description. Give the subdivision or project name. The description should **NOT** refer to land grants or plat books, but may use geographic boundaries (i.e., road right-of-ways, railroads, rivers, creeks, etc). The object is to make the description as brief, but as accurate as possible.

B) **TERRITORY MAPS**


Exhibit _____ - One copy of an official county tax assessment map or other map showing township, range and section with a scale such as 1"=200' or 1"=400' on which the remaining territory is plotted by use of metes and bounds or quarter sections and with a defined reference point of beginning. If the water and wastewater territory is different, provide separate maps.

C) **TARIFF SHEETS**

Exhibit _____ - The original and two copies of tariff sheet(s) revised to show correct service territory. Please refer to Rules 25-9.009 and 25-9.010, Florida Administrative Code, regarding page numbering of tariff sheets before preparing the tariff revisions. (Pages 9-10.) Sample tariff sheets are attached. (Pages 11-14.)

PART IV AFFIDAVIT

I Wendy Ogilvie (applicant) do solemnly swear or affirm that the facts stated in the foregoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitute a complete statement of the matter to which it relates.

BY: 
Applicant's Signature

Wendy Ogilvie
Applicant's Name (Typed)

Director
Applicant's Title *

Subscribed and sworn to before me this thirty-first day
of May 192000.


Notary Public

* If the applicant is a corporation, the affidavit must be made by the president or other officer authorized by the by-laws of the corporation to act for it. If the applicant is a partnership or association, a member of the organization authorized to make such affidavit shall execute same.

FLORIDA PUBLIC SERVICE COMMISSION

INSTRUCTIONS FOR PREPARATION OF TERRITORY DESCRIPTION AND MAP

An accurate description of the territory served or proposed to be served is essential. The noticing requirement in Rule 25-30, Florida Administrative Code, and the territory description requirement for each of the certification applications require the territory to be described using township, range and land sections. Failure to use the required format will cause your application to be delayed and may result in your having to renotice. The following information is provided to assist you in preparing a correct legal description and plotting that territory on the service territory map.

TERRITORY DESCRIPTION

The territory description must contain the following:

- 1) A reference to a township(s), range(s), land section(s) and county.
- 2) A complete and accurate description of the territory served or proposed to be served. There are two acceptable formats which may be used.
 - a) Sections - If the territory includes complete sections, the description may only include the township, range, and section reference. If the territory includes partial sections, the description shall either identify the subsections included or excluded.
 - b) Metes and Bounds - A point of beginning which is referenced from either a section corner or a subsection corner, such as a quarter corner. The perimeter shall be described by traversing the proposed territory and closing at the point of beginning. Also, the description shall include all bearings and distances necessary to provide a continuous description.
- 3) References to interstates, state roads, and major bodies of water are acceptable.
- 4) References to government lots, local streets, recorded plats or lots, tracts, or other recorded instruments are not acceptable.

Acceptable territory description formats are shown in the attached Examples 1 and 2.

This Instrument prepared by
and Return to:

Jerri A. Blair
JERRI A. BLAIR, P.A.
Post Office Box 130
Tavares, Florida 32778

Property Appraisers Parcel
Identification (Folio) Number(s):

Grantee(s) S.S. #(s):

**AGREEMENT OF LHTW PROPERTIES, INC.,
AND THE CITY OF WILDWOOD, FLORIDA
FOR EXTENSION OF CITY SERVICES**

THIS agreement is made and entered into this ____ day of _____, 1999,
by and between the City of Wildwood, Florida, a municipal corporation created pursuant
to the laws of the State of Florida (hereinafter "the City"), and LHTW Properties, Inc.
(hereinafter "LHTW").

RECITALS

1. LHTW is a developer and is the current owner of certain property located in
Sumter County, Florida, more particularly described as:

SEE ATTACHED EXHIBIT "A".

Hereinafter "the LHTW property". LHTW is also owner of the development known as
Wildwood Estates located on the LHTW property.

2. LHTW is the owner of a sewer system located on the LHTW property.
3. LHTW is the owner of a water and well system located on the LHTW
property.
4. LHTW is currently involved in a proceeding with the Florida Department of



Environmental Protection (hereinafter "FDEP"), concerning the maintenance of a package sewer plant on the LHTW property and is in need of taking steps to continue to maintain the sewer plant and possibly upgrade the sewer plant or connect to another public system.

5. The City is a regional water and sewer provider in the Sumter County area and connection of the homes in Wildwood Estates would increase its customer base and enlarge its current service area.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings of the City and LHTW and other good and valuable consideration, these parties covenant and agree with each other as follows:

A. Recitals. The above recitals are true and correct and form a material part of this agreement.

B. Definitions. The parties agree that in construing this agreement, the following words, phrases, and terms shall have the following meanings unless the context requires otherwise:

1. "Agreement" means this agreement between the City and LHTW.

2. "The City Wastewater System" shall mean the City's wastewater facilities and the existing LHTW wastewater system transferred to the City pursuant to this agreement.

3. "The City Water System" shall mean the City's existing water facilities and the LHTW water system transferred to the City pursuant to this agreement.

4. The LHTW water system shall include all permits, water distribution lines, pumps, wells, generators, the chlorination system, meters, auxiliary systems, and

any and all other parts of the LHTW water system.

5. The LHTW wastewater system shall include all permits, wastewater collection lines, inflow protectors, manholes, three lift stations, pumps, generators, and all other parts of the LHTW wastewater system except that the LHTW wastewater system shall not include the LHTW package wastewater treatment plant and holding ponds.

6. "The LHTW Property" shall mean the property owned by LHTW in Sumter County, Florida, more particularly described:

SEE ATTACHED EXHIBIT "A"

7. "Wildwood Estates" shall mean the subdivision located on the LHTW property.

8. "The developed lots" shall mean all lots on the LHTW property which are: (a) currently are connected to the existing LHTW water and wastewater systems; (b) all lots on which homes have been placed and which have been connected to the ^{LHTW} water and wastewater systems; (c) all occupied and unoccupied homes which have been connected to the LHTW water and wastewater systems; and, (d) all lots which could be connected to the existing LHTW water and wastewater systems because water and wastewater lines have been extended to an area adjoining the lots although the lots have not been connected to the water and wastewater systems. Yb

9. "The undeveloped lots" shall mean all lots on the LHTW property which are not currently connected or ready to be connected to a water and wastewater system, because no water or wastewater systems have been extended at the time of execution of this contract to the area adjoining the undeveloped lot.

C. LHTW'S Obligations.

1. LHTW, at its expense and at no expense to the City, shall upgrade the LHTW water and wastewater systems, over, through, under, across and past the LHTW property in accordance with all requirements of all applicable Florida regulatory agencies including, but not limited to, FDEP, Sumter County, (hereinafter "the County"), and the Public Service Commission (hereinafter "the PSC"); shall seal all manholes in a manner approved by the City and upgrade the lift stations located on the LHTW property in a manner approved by the City; and shall address all problems listed in the attached Exhibit "B." The City will provide labor for the water system upgrades identified in Exhibit "B" and the two small lift station upgrades identified in Exhibit "B." LHTW shall pay all material costs; permit costs, if any permits are necessary; and any other out of pocket costs associated with any upgrades for which the City will be providing labor.

2. LHTW shall be responsible for the cost of any repairs of the LHTW water and wastewater systems required to meet the approval of the City and FDEP until conversion from a public service permit to service by the City as a governmental agency pursuant to Chapter 180, Florida Statutes.

3. LHTW shall be responsible for upgrade of the master lift station at the wastewater treatment plant site and forced main so that it will meet the additional flows and pressure necessary to serve the LHTW property and the residents of Wildwood Estates. LHTW and the City understand that LHTW may choose to upgrade the lift station to accommodate the flows of the developed lots only or to accommodate the flows of both the developed lots and the undeveloped lots. If LHTW upgrades the master lift station to

accommodate the flows of both the developed and undeveloped lots, it shall not be obligated to upgrade the master lift station if in the future it begins development of the undeveloped lots unless the flows anticipated from the future development exceed the flows of the master lift station as upgraded to accommodate by LHTW pursuant to this agreement. LHTW shall also be responsible for all costs associated with the extension of the City water and wastewater lines to the LHTW property.

4. If there are any underground fuel tanks on the LHTW property, LHTW shall be responsible for removal and the cost of removal.

5. LHTW shall be responsible for the cost of transfer of any permits (FDEP or PSC) to the City.

6. LHTW shall transfer fee simple title to the City for the real property on which each of the wells currently owned by LHTW and the LHTW water plant are located and shall provide easements to the City necessary for access to the wells and LHTW water plant. LHTW understands that the use of real property surrounding the wells will be limited to such acreage as is necessary to fulfill regulatory requirements for use of real property in proximity to a well by a provider such as the City so that the City has control of that portion of the LHTW property necessary to comply with all applicable regulatory requirements.

7. LHTW shall provide the City with all easements necessary for the City to have access to that portion of the LHTW property where the current LHTW wells are located. The easements to be provided to the City shall be sufficient to allow the City to access the wells and any distribution lines from the City's water system to the wells located

on the LHTW property. The easements shall extend to State Road 44 so that the City has access to the LHTW property in the manner most convenient for maintenance of the wells and the City's water system.

8. LHTW shall provide the City with all easements necessary for extension of the City's wastewater collection lines to connect to the LHTW wastewater system and any portion of the City's wastewater system located on the LHTW property. The easements shall include, but not be limited to, an easement North to State Road 44 which will allow the City to connect customers residing west of the LHTW property; however, any such easement provided to the City necessary to allow connections by the City to customers not located on the LHTW property shall not infringe upon LHTW's ability to develop the LHTW property. The easements to be provided to the City which are not for the purposes of providing services on the LHTW property shall be granted to the City by LHTW as partial compensation for the labor to be provided by the City under other portions of this agreement.

9. LHTW shall provide the City with any other easements on the LHTW property which are necessary to complete the City's responsibilities pursuant to this agreement including, but not limited to, easements to allow maintenance of all parts of the City's water and wastewater system on the LHTW property including, but not limited to, the water wells, distribution lines, wastewater collection lines and lift stations on the LHTW property or subsequently placed there if necessary. LHTW shall also provide the City with any easements over privately owned lots in the Wildwood Estates subdivision if there are currently water or wastewater lines which are a part of the current LHTW water and

wastewater systems existing on those privately owned lots; or, if LHTW is unable to obtain any necessary easement from the lot owners within six months of the date of this agreement, then LHTW shall be responsible for the cost of any eminent domain proceedings filed by the City to secure the necessary easements, including, but not limited to, any and all damages, attorney's fees, appraiser's fees, engineer's fees, consultant's fees and costs of any kind paid to the landowner as compensation in the eminent domain proceeding, and any and all attorney's fees, appraiser's fees, engineer's fees, consultants fees and costs of any kind incurred by the City in pursuing taking of the easements. If LHTW has not secured the easements within six months of the date of this agreement and the City is required to begin eminent domain proceedings, LHTW shall provide the City with sufficient security for payment of the anticipated costs of the eminent domain proceedings. Until such time as the easements are obtained and provided to the City, LHTW shall be responsible for all maintenance and other costs associated with the portions of the water or wastewater lines on private property where the City does not have an easement and shall indemnify and hold the City harmless for any damages or claims arising out of these portions of the water or wastewater lines. The City will also need easements upon the area of the undeveloped property and LHTW agrees that these easements shall be located on dry land, shall not be located in wetlands, and shall not require any lines to turn at an angle not less than ninety (90) degrees. For those easements not on property owned by entities or persons other than LHTW, a blanket easement across the LHTW property shall be sufficient.

10. LHTW shall be responsible for the cost of meters to be placed upon

each home owner's property in the Wildwood Estates subdivision. The meters shall be the type currently used by the City and shall be approved by the City prior to installation. LHTW or its successors or assigns shall be responsible for installation and the cost of installation of meters on any lots which are developed on the LHTW property. If LHTW opts to do so, it may pay for the costs of the meters and/or obtain payment from the homeowners for the costs of the meters and the City will be responsible for installation of the meters.

11. LHTW shall transfer title to the LHTW water system to the City.

12. LHTW shall transfer title to the LHTW wastewater system to the City.

13. LHTW shall retain title to the current package wastewater treatment plant and holding ponds located on the LHTW property and comply with all FDEP requirements for removal of the plant and holding ponds and shall be responsible for the cost of any clean up required in the process including the cost of any permits for abandonment, the cost of abandonment, the cost of any clean up, cost of any fines and any other cost associated with the removal of the holding ponds and package plant..

14. LHTW shall pay connection fees to the City at out of City water and wastewater connection fee rates in effect at the time of connection for all developed lots including, but not limited to, all of the existing homes in the Wildwood Estates subdivision and for any other facilities currently in need of water and wastewater services (such as the clubhouse) on the LHTW property. It is understood that at the time of execution of this contract, the current non-residential connections require a three (3") inch meter and have a rating of and will be charged at 7.33 ERU plus the out of city charge and the residential

units will be charged for a residential out of city connection. It is further understood that any future connection will be at the rate in effect at the time of connection. LHTW may choose to enter into a pre-annexation agreement with the City and if it does so, the connection fee for property owned by LHTW at the time of connection will be determined at an in-city water and wastewater connection fee rates in effect at the time of connection. If LHTW does not enter into a pre-annexation agreement, it shall pay out-of-city water and wastewater connection fee rates in effect at the time of connection for the property owned by LHTW. LHTW may also obtain pre-annexation agreements from any of the individuals residing currently in Wildwood Estates who own lots in Wildwood Estates. For those persons who choose to enter into pre-annexation agreements the connection fee associated with their lot may be paid at in-city water and wastewater connection fee rates in effect at the time of connection and if a pre-annexation agreement is not obtained from an individual, the connection fee for their lot shall be at out-of-city water and wastewater connection fee rates in effect at the time of connection.

15. LHTW will be responsible for extensions of the City's wastewater system to and upon the LHTW property and construction, renovation and upgrade of any lift station improvements necessary and shall transfer title to the City of any easements necessary to extend the system to the City along with all portions of the wastewater system installed by LHTW. LHTW shall also be responsible for extension of the City's water system to and upon the LHTW property and shall transfer title to the City of any easements necessary to extend the system along with all portions of the water system installed by LHTW. LHTW shall provide the City the existing as built drawings of the system also.

LHTW may opt to pay for the out of pocket costs for the extension of the City's water and wastewater system to the LHTW property and the City will provide the labor for the extension of said systems to the LHTW property. If LHTW opts to accept the City's offer to provide the labor for extension of the water and wastewater lines, the out of pocket costs to the City for extension of the lines shall be due at the time the lines are extended. The City shall obtain bids for the materials necessary for the extension of the lines and LHTW shall submit a certified check to the City for the amounts due. LHTW shall be responsible for any further incidental costs incurred by the City during the extension of the lines.

16. LHTW shall receive a credit to be applied against any cost to the City for extension of the City's wastewater system and the connection fee based upon the transfer to the City of the LHTW water system.

17. LHTW shall be responsible for compliance with the City's ordinances related to the provision of services by the City.

18. LHTW understands that this agreement is contingent upon approval by any necessary regulatory agencies including, but not limited to, FDEP, the PSC, Sumter County, the Southwest Florida Water Management District, and approval by the City Commission after a public hearing.

19. LHTW shall provide the City with security in a form agreeable to the City for payment of any amounts due under this agreement if all payments are not made upon connection. If agreeable security is provided (in the form of an acceptable bond or acceptable first mortgage), LHTW may extend its payments over a period of five years with annual payments due. Any such extension shall require payment of interest at twelve

(12%) percent per annum on any amounts left unpaid and will require execution of a note with an acceleration clause allowing the City to accelerate payment if the terms of the agreement are not met. In any event, LHTW shall be required to pay all out-of-pocket costs incurred by the City in performance of its obligations under this agreement upon connection with the balance of the connection fee due over a five year period as provided in this agreement. The entire amount due under this agreement shall be due upon sale, lease, or transfer of title by LHTW of the LHTW property.

20. LHTW or its successors or assigns shall enter into a developers agreement in a form acceptable to the City at the time of initiation of development of all or any portion of the undeveloped lots. The developers agreement will provide for transfer to the City of any water and wastewater lines developed by LHTW or its successors, easements of at least fifteen (15') feet for any single utility line and twenty (20') feet for more than one utility, and provide to the City with as built drawings prepared by a licensed engineer.

21. LHTW understands that any connections in the future of the undeveloped lots will require payment of connection fees at rates in existence at the time of connection.

22. LHTW shall allow the City to assume control of the package plant upon execution of this agreement by the City with the understanding that the City will operate and maintain the package plant for a period of six (6) months only and that after six (6) months LHTW shall resume all responsibility for the plant.

23. LHTW shall provide the City with fee simple title to a property

somewhere on the LHTW property agreeable to the City and LHTW for the installation of a water well outside of the cone of the current wells which may be used by the City in provision of water services. If the City and LHTW cannot agree upon a site for the well system, they shall enter into binding arbitration for a determination of the site.

D. The City's Obligations.

1. The City shall give LHTW a credit against its connection fee for the value of the LHTW water system. For purposes of this credit, it is contemplated that the LHTW water system will be given a value of \$100,900.00, which the parties agree constitutes the Fair Market Value of the LHTW water system. The total credit to LHTW for the items transferred to the City under this agreement will be \$100,900.00.

2. The City shall allow extension of its water and wastewater lines to the LHTW property and provide water and wastewater services to the residents of the Wildwood Estates subdivision and other facilities located on the LHTW property as long as the terms of this agreement are met. If LHTW opts to utilize City labor forces for extension of the water and wastewater lines, the City shall provide the labor for the extension of the water and wastewater lines to the LHTW property.

3. The City shall make its services available for the developed lots on the LHTW property.

4. The City will provide water and wastewater services to the owners of the undeveloped lots on the LHTW property if the terms of this agreement are met and the City has water and wastewater capacity available under state, federal and City regulations and the City's concurrency plan at the time that LHTW or its successors or assigns develop the

undeveloped lots and apply to the City for water and wastewater connections.

5. The City will enter into a contract to assume control of maintenance and operation of the LHTW package plant and holding ponds until the LHTW wastewater system may be connected to the City wastewater system on the following terms:

a. LHTW agrees that the City will not be responsible for any fines or fees or cost associated with the plant; and LHTW and its successors and assigns shall pay all fines, fees or costs incurred because of or arising out of operation or maintenance of the package plant and shall indemnify and hold the City harmless for any liability assumed with the operation and maintenance of the package plant including but not limited to fines except that LHTW and its successors and assigns shall not be responsible for claims arising out of or as a result of the negligence or inaction of the City.

b. LHTW, the City and FDEP are able to negotiate an agreement with FDEP that protects the City from any liability associated with current problems of the plant.

c. LHTW will pay the City a fee of \$450.00 per month and any out of pocket expenses of the City for maintenance and repair.

d. LHTW obtains any necessary agreement or permit from Sumter County that the City may remove and transport any sludge and liquid effluent necessary to be removed if any such agreement or permit is necessary.

e. The City will control maintenance of the package plant for a period of six (6) months after execution of this agreement after which, all responsibility for the plant will revert back to LHTW.

E. Compliance with law. All parties shall comply with all state, federal, and local

laws.

F. Assignments. Until such time as LHTW has performed its obligations under this agreement, this agreement can be assigned by LHTW only with the prior written approval of the City but such approval shall not be unreasonably withheld, provided the assignee shall assume this agreement and shall demonstrate to the City its financial ability to comply with the provisions hereof.

G. Notices; proper form. Any notice required or allowed to be delivered hereunder shall be in writing and shall be deemed to be delivered when (1) hand delivered to the official hereinafter designated or, (2) upon receipt of such notice when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith:

City Manager
City of Wildwood, Florida
100 North Main Street
Wildwood, Florida 34785

Patrick Gaines, President
LHTW Properties, Inc.
Suite 1680
1140 West Pender Street
Vancouver, BC V6E 4G1

H. Notices; default. Each of the parties hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party thirty days from the date of receipt to cure such defaults.

I. Default by either party. If any party hereto fails to perform or comply with any

of the conditions of this agreement, and if the nonperformance shall continue for a period of thirty days after written notice thereof to the non-performing party, or if the performance cannot be reasonably completed within the thirty day period, or if the non-performing party does not in good faith commence performance within the thirty day period and does not diligently proceed to complete performance, the non-performing party shall be in default or breach of this agreement.

J. Effect of default. If either party hereto shall make any default hereunder as set forth in section 12, then the other party shall have the following remedy: (I) Bring suit for the breach which has occurred without affecting the obligations of the party to perform the balance of the agreement.

K. Disclaimer of third party beneficiaries. This agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof or to or from or for the benefit of any third party not a formal party hereto.

L. Severability. If any part of this agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of the agreement.

M. Applicable law. The validity and interpretation of the performance and enforcement of this agreement shall be governed by the laws of the State of Florida.

N. Entire agreement. This agreement contains the entire agreement between the parties hereto with respect to this transaction and supersedes all prior negotiations and all prior written or oral understandings.

O. Amendments. This agreement may only be amended, supplemented or discharged by an instrument in writing signed by all the parties hereto.

P. Contingency. This agreement is further contingent upon:

1. Obtaining all necessary easements to the LHTW property at a reasonable cost;

2. A determination by the City Commission that it is reasonable to the City to purchase the LHTW water and wastewater systems and that it is reasonable to act as a provider to the LHTW property for water and wastewater services after public hearing; and adoption by the City Commission of this contract;

3. Approval by any regulatory agencies as necessary.

R. Capacity Contingency. It is further understood that any connections which occur subsequent to the initial connection of the developed or undeveloped lots shall be dependent upon determination by the City that it has the water and/or wastewater capacity for said connections. The City may, in its sole discretion, refuse to connect any lots after the initial connection if LHTW has not reserved capacity for the lots and any future connections will be contingent upon a determination by the City that it has water and wastewater capacity available and the connections are allowable under the City's concurrency plan at that time.

S. This agreement shall be bound upon LHTW and any successors, assigns, or subsequent owners of the LHTW property.

CITY OF WILDWOOD

ATTEST

By: Joseph Jacobs
Joseph Jacobs,
City Clerk

By: Ed Wolf
Mayor Ed Wolf

LHTW, PROPERTIES, INC.

By: [Signature]

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 3rd day of November, 1999, by Ed Wolf, on behalf of the City of Wildwood, who is personally known to me or has produced _____ as identification and who did not take an oath.

[Signature]

Signature

Typed or printed name of Notary Public: **MARENA D. ROBERTS**
COMMISSION # CC 716155
EXPIRES MAR 29, 2002
BONDED THRU ATLANTIC BONDING CO., INC.



Serial number, if any

My Commission Expires:

~~STATE OF~~ PROVINCE OF BRITISH COLUMBIA
~~COUNTY OF~~ CANADA

The foregoing instrument was acknowledged before me this 3rd day of SEPTEMBER, 1999, by PATRICK GAINES, on behalf of LHTW Properties, Inc., who is personally known to me or has produced _____ as identification and who did not take an oath.

[Signature]
Signature

Typed or printed name of Notary Public

BERNARD PINSKY
Barrister & Solicitor
800 - 885 WEST GEORGIA STREET
VANCOUVER, B.C. V6C 3H1
TELEPHONE: 687-5700

Serial number, if any
My Commission Expires:

Does Not
BP

LHTW
A:\LHTW\version8.wpd

EGR ENTERPRISES D/B/A WILLOWOOD ESTATES

EXHIBIT "A"

That part of the West $\frac{1}{2}$ of the West $\frac{1}{2}$, SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, lying South of State Road 44; AND the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, SECTION 21, TOWNSHIP 19 SOUTH, RANGE 23 EAST; AND the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, SECTION 21, TOWNSHIP 19 SOUTH, RANGE 23 EAST; AND the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, SECTION 21, TOWNSHIP 19 SOUTH, RANGE 23 EAST; AND the East 1,000 feet of the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, SECTION 21, TOWNSHIP 19 SOUTH, RANGE 23 EAST, all lying and being in Sumter County, Florida, LESS AND EXCEPT THE FOLLOWING:

BLOCK A, LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 14 and TRACT B;

BLOCK B, LOTS 1, 2, 3, 5, 6, 7, 9, 10, 11, 12, 13 and the Southeasterly $\frac{1}{2}$ of LOT 14, and LOTS 15, 17 and 18;

BLOCK C, That part of LOT 5, described as follows:

Beginning at the Southwest corner of said LOT 5, thence South $71^{\circ}57'40''$ East 103.02 feet to an intersection with the East boundary of said Lot, said point being on a non-tangent curve concave to the Southeast and having a radius of 60.00 feet and to which point a radial bears North $49^{\circ}02'03''$ West, thence Southwesterly along and with said curve and said East boundary, a chord bearing a distance of South $33^{\circ}42'08''$ West, 15.17 feet to the Southeast corner of said Lot, thence North $63^{\circ}33'40''$ West along the South boundary of said Lot 100 feet to the POINT OF BEGINNING, AND LOTS 1, 2, 3, 4, 6, 7, 8, 9, 10 and 11;

BLOCK D, LOTS 1, 2, 4, 6, 7 and 9, all according to HEARTY HOST LAKE RESORT SUBDIVISION, according to the plat thereof as recorded in Plat Book 3, Pages 57 and 57A, of the Public Records of Sumter County, Florida.

ALSO LESS AND EXCEPT:

BLOCK D, LOTS 10, 11, 12, 13, 14, 15, 16 and 17;

BLOCK E, LOTS 1, 2, 3, 4, 5, 6, 10, 11, 12, 13, 14, 15 and 16;

BLOCK F, LOTS 1, 2, 3, 4, 5, 6, 7 and 8, AND that part of LOTS 9 and 10 in BLOCK F, of WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK, UNIT NO. 1, according to the plat thereof recorded in Plat Book 4, Page 40, of the Public Records of Sumter County, Florida, together with a part of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, described as follows: From the Northwest corner of said LOT 9, run North $89^{\circ}38'01''$ East a distance of 120.44 feet, thence South $00^{\circ}03'32''$ East a distance of 145.00 feet, thence South $89^{\circ}38'01''$ West a distance of 60.44 feet, thence North $00^{\circ}03'32''$ West a distance of 117.50 feet, thence South $89^{\circ}38'01''$ West a distance of 60.00 feet, thence North $0^{\circ}03'40''$ West a distance of 27.5 feet to the POINT OF BEGINNING

ALL according to the plat of WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK, UNIT NO. 1 as recorded in Plat Book 4, Page 40, of the Public Records of Sumter County, Florida.

EXHIBIT "A" (Continued)

ALSO LESS AND EXCEPT THE FOLLOWING:

BLOCK C, LOT 19;

According to the plat of HERITAGE WOOD 'N LAKES ESTATES, as recorded in Plat Book 4, Pages 61 and 61A, of the Public Records of Sumter County, Florida.

ALSO LESS AND EXCEPT THE FOLLOWING:

BLOCK A, LOTS 4, 5 and 6;

According to the plat of HEARTY HOST LAKE RESORT, UNIT NO. 2, according to the plat thereof as recorded in Plat Book 4, Pages 62 and 62A, of the Public Records of Sumter County, Florida.

AND LESS AND EXCEPT THE FOLLOWING:

BLOCK A, LOT 1;

According to the plat of WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK, UNIT NO. 2, as recorded in Plat Book 4, Pages 63 and 63A, of the Public Records of Sumter County, Florida.

Plus

The NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the South $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the North $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, less 5 acres off the West end thereof, in Section 21; and also a tract of land commencing 120 yards East of the Southwest corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 21 and running thence East to the shore of Lake Okahupka, thence in a Northerly direction along the shore of said Lake to what was formerly J. M. Wilhelm's landline, or the East and West centerline of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 21, thence West to a point 120 yards East of the West line of said Section 21, thence South 220 yards to point of beginning, being a part of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and a part of Section 21, Township 19 South, Range 23 East, Sumter County, Florida; EXCEPT that portion lying Southwesterly of the Northeast right-of-way line of Florida Sunshine State Parkway.

Title Services, Inc.

CRACKED OR BROKEN PIPE

- #1. House #5601 Under trailer, broken pipe

MANHOLE LEAKS

- #1. Leaking manhole - ground water around invert, location house #5624 Hancock Drive.
- #2. Leaking manhole - seam leaks and ring-n-cover reseated, house #5486 Columbus Circle.
- #3. Leaking manhole - ring & cover reseat. (Front yard) House #5486 & 5582 Columbus Circle.
- #4. Leaking invert/seal & cover, House #5586
- #5. Leaking inverts/manhole seams, Heritage & Hartford House #5499
- #6. Leaking seams - Cambridge & Liberty
- #7. Leaking seams, invert - Cambridge & Williamsburg
- #8. Manhole in ditch, flowing to plant - seam leaks
- #9. Manhole in driveway of 5477 Lansing Drive, seam leaks and inverts

This Instrument prepared by
and Return to:

Jerri A. Blair
JERRI A. BLAIR, P.A.
Post Office Box 130
Tavares, Florida 32778

Property Appraisers Parcel
Identification (Folio) Number(s):

Grantee(s) S.S. #(s):

ADDENDUM TO CONTRACT

This agreement is made this _____ day of _____, 1999 by and between the City of Wildwood, Florida and LHTW Properties, Inc. (hereinafter "LHTW"). The parties agree as follows:

1. This agreement is an addendum to the contract entered into between the City of Wildwood and LHTW dated _____, 1999, (hereinafter "the contract"), and shall be attached thereto and incorporated therein.

2. Any execution by the City of the contract is contingent upon execution by LHTW of this addendum to contract.

3. Section C1 on page four (4) of the contract is hereby amended to include the following statement: The lift station and manhole rehabilitation must be done in a manner approved by the City. LHTW grants the City the right to review the equipment to be used in the lift station and manhole rehabilitation and agrees that the equipment shall be that which the City wishes to use. LHTW acknowledges that the City has the right under this contract to insure that the equipment that is placed in the system is approved by the City for use and that the equipment is installed in a manner which meets the City's specifications. All other portions of Section C1 on page four (4) of the contract remain in full force and effect.

4. Section C3 on page four (4) of the contract is hereby amended as follows: LHTW specifically grants to the City the right to review all plans for the master lift station from the engineer of choice by LHTW to make sure that the plans and the actual construction of the master lift station conform to the standards of the City and the future

needs of the users on the LHTW property. LHTW further agrees that the master lift station shall conform to the City's specifications. All other portions of Section C3 on page four(4) of the contract remain in full force and effect.

5. Section C19 on pages 10-11 of the contract is hereby amended as follows: LHTW shall pay the City \$60,000.00 within ten days of the execution by the last party of this contract to be used for out of pocket costs.

CITY OF WILDWOOD

ATTEST

By: Joseph Jacobs
Joseph Jacobs,
City Clerk

By: Ed Wolf
Mayor Ed Wolf

LHTW PROPERTIES, INC.

By: [Signature]

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 3rd day of November, 1999, by **Ed Wolf**, on behalf of the City of Wildwood, who is personally known to me or has produced _____ as identification and who did not take an oath.

Marena Roberts

Signature



MARENA D. ROBERTS
COMMISSION # CC 716155
EXPIRES MAR 29, 2002
BONDED THRU
ATLANTIC BONDING CO., INC.

Typed or printed name of Notary Public

Serial number, if any

My Commission Expires:

PROVINCE
STATE OF BRITISH COLUMBIA
COUNTY OF VANCOUVER

The foregoing instrument was acknowledged before me this 20th day of October, 1999, by Patrick Gaines, on behalf of LHTW Properties, Inc., who is personally known to me or has produced his B.C. Drivers licence as identification and who did not take an oath.

D. Anthony Knox

Signature

D. ANTHONY KNOX
BARRISTER & SOLICITOR
1300 - 777 DUNSMUIR STREET
VANCOUVER, B.C. V7Y 1K2

Typed or printed name of Notary Public

N/A

Serial number, if any

My Commission Expires: on death

This Instrument prepared by
and Return to:

Jerri A. Blair
JERRI A. BLAIR, P.A.
Post Office Box 130
Tavares, Florida 32778

Property Appraisers Parcel
Identification (Folio) Number(s):

Grantee(s) S.S. #(s):

**SECOND ADDENDUM TO
AGREEMENT OF LHTW PROPERTIES, INC.
AND THE CITY OF WILDWOOD, FLORIDA
FOR EXTENSION OF CITY SERVICES**

THIS AGREEMENT is made and entered into this ____ day of _____, 2000, by and between the CITY OF WILDWOOD, FLORIDA, a municipal corporation created pursuant to the laws of the State of Florida (hereinafter the "City"), and LHTW PROPERTIES, INC., a corporation authorized to do business in the State of Florida (hereinafter "LHTW").

RECITALS

1. LHTW was required under the terms of the Agreement of LHTW Properties, Inc., and the City of Wildwood, Florida, for Extension of City Services and Addendum to Agreement executed by the City of November 3, 1999, to upgrade the master lift station at the LHTW properties.

2. Title to the master lift station on the LHTW property shall ultimately be transferred to the City of Wildwood.

3. The City is cooperating and working with LHTW in the upgrade of the master lift station, and the City could benefit LHTW and lower the cost of upgrade of the lift station by purchasing the parts which LHTW is obligated to install through City Purchasing, which would ultimately provide a benefit to the City by assuring that the proper type of equipment is utilized in the system.

NOW, THEREFORE, the parties agree as follows:

1. The City shall purchase the parts necessary for extension of its lines to the LHTW property and upgrade of the master lift station.

2. LHTW shall pay for the cost of all of the parts necessary for the extension of the City's wastewater line to the LHTW property and upgrade of the master lift station.

3. LHTW shall pay the City \$73,790.00, which shall be due to the City upon execution of this agreement, and the City shall hold these funds and use said funds towards purchases of the necessary materials for extension of wastewater lines and upgrade of the master lift station.

4. LHTW shall be responsible for the entire cost of the materials purchased by the City for extension of the City's wastewater lines to the LHTW property and upgrade of the master lift station, and the \$73,790.00 shall be set off against those amounts.

CITY OF WILDWOOD

ATTEST

By: Joseph Jacobs
Joseph Jacobs, City Clerk

By: Ed Wolf
Mayor Ed Wolf

Angela Kendall
Witness

LHTW, PROPERTIES, INC.

Ed Wolf
Witness

By: W. Wolf

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 2nd day of February, 2000, by Ed Wolf, on behalf of the City of Wildwood, who is personally known to me or has produced as identification and who did not take an oath.

Marena Roberts
Signature

Typed or printed name of **MARENA D. ROBERTS**
COMMISSION # **CC 716155**
EXPIRES **MAR 29, 2002**
BONDED THRU
ATLANTIC BONDING CO., INC.

Serial number, if any

My Commission Expires:

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 16th day of February, 2000,
by W.J Ogilvie, on behalf of LHTW Properties, Inc., who is personally known to me ~~or has~~
~~produced~~ _____ as identification and who did not take an oath.

D. Anthony Knox
Signature

D. ANTHONY KNOX
BARRISTER & SOLICITOR
1800-777 DUNSMuir STREET
VANCOUVER, B.C. V7Y 1K2

Serial number, if any
My Commission Expires: Upon my ceasing
to be a member in good standing
of the Law Society of British Columbia

EXHIBIT II-B

B

ORIGINAL SHEET NO. 14.0

NAME OF COMPANY LHTW PROPERTIES, INC. d/b/a Wildwood Estates

WATER TARIFF

SCHEDULE OF CUSTOMER DEPOSITS

ESTABLISHMENT OF CREDIT - Before rendering water service, the Company may require an applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the customer from complying with the Company's rules for prompt payment. Credit will be deemed so established if the customer complies with the requirements of Rule 25-30.311, Florida Administrative Code.

AMOUNT OF DEPOSIT - The amount of initial deposit shall be the following according to meter size:

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	<u>N/A</u>	<u>N/A</u>
1"	<u>N/A</u>	<u>N/A</u>
1 1/2"	<u>N/A</u>	<u>N/A</u>
Over 2"	<u>N/A</u>	<u>N/A</u>

ADDITIONAL DEPOSIT - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided.

INTEREST ON DEPOSIT - The Company shall pay interest on customer deposits pursuant to Rule 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the customers account during the month of N/A each year.

REFUND OF DEPOSIT - After a residential customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the customer's deposit provided the customer has met the requirements of Rule 25-30.311(5), Florida Administrative Code. The Company may hold the deposit of a non-residential customer after a continuous service period of 23 months and shall pay interest on the non-residential customer's deposit pursuant to Rule 25-30.311(4) and (5), Florida Administrative Code.

Nothing in this rule shall prohibit the Company from refunding a customer's deposit in less than 23 months.

EFFECTIVE DATE -

TYPE OF FILING -

D. Anderson

Patrick Gaines
ISSUING OFFICER

President

TITLE

B

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-98-0010

DOCKET NO. 961444-WS

ORDER NO. PSC-98-1571-FOF-WS

EFFECTIVE DATE March 31, 1999

Charles H. Hill

DIRECTOR
DIVISION OF WATER AND WASTEWATER

ORIGINAL SHEET NO. 14.0

NAME OF COMPANY LHTW PROPERTIES, INC. d/b/A Wildwood Estates

WASTEWATER TARIFF

SCHEDULE OF CUSTOMER DEPOSITS

ESTABLISHMENT OF CREDIT - Before rendering wastewater service, the Company may require an applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the customer from complying with the Company's rules for prompt payment. Credit will be deemed so established if the customer complies with the requirements of Rule 25-30.311, Florida Administrative Code.

AMOUNT OF DEPOSIT - The amount of initial deposit shall be the following according to meter size:

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	<u>N/A</u>	<u>N/A</u>
1"	<u>N/A</u>	<u>N/A</u>
1 1/2"	<u>N/A</u>	<u>N/A</u>
Over 2"	<u>N/A</u>	<u>N/A</u>

ADDITIONAL DEPOSIT - Under Rule 25-30.311 (7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided.

INTEREST ON DEPOSIT - The Company shall pay interest on customer deposits pursuant to Rule 25-30.311 (4) and (4a). The Company will pay or credit accrued interest to the customer's account during the month of N/A each year.

REFUND OF DEPOSIT - After a residential customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the customer's deposit provided the customer has met the requirements of Rule 25-30.311 (5), Florida Administrative Code. The Company may hold the deposit of a non-residential customer after a continuous service period of 23 months and shall pay interest on the non-residential customer's deposit pursuant to Rule 25-30.311 (4) and (5), Florida Administrative Code.

Nothing in this rule shall prohibit the Company from refunding a customer's deposit in less than 23 months.

EFFECTIVE DATE -TYPE OF FILING -

Patrick Gaines
ISSUING OFFICER
 President

 TITLE

FLORIDA PUBLIC SERVICE COMMISSION


APPROVED

AUTHORITY NO. WS-98-0010

DOCKET NO. 961444-WS

ORDER NO. PSC-98-1571-FOF-WS

EFFECTIVE DATE March 31, 1999



DIRECTOR
DIVISION OF WATER AND WASTEWATER

**FLORIDA PUBLIC SERVICE COMMISSION
APPLICATION FOR TRANSFER OF
UTILITY CERTIFICATE**

EXHIBIT II-C

LHTW paid regulatory assessment fees to the FDEP to transfer the wastewater utility permit to their company.

In December, 1996, LHTW entered into a Consent Order with the FDEP and has agreed to pay a fine of \$23,600 which has been paid in full.

On February 9, 2000, LHTW entered into a Consent Order with the FDEP and has paid a fine of \$1,500 in settlement of the matters addressed in the Consent Order.

Refunds are not applicable.

D. Anderson

Exhibit II-D

LHTW Properties Inc.
#1680 - 1140 West Pender Street
Vancouver, BC V6E 4G1

May 23, 2000

City of Wildwood
1290 Industrial Drive
Wildwood, Florida
34785

Attention: Jim Stevens

Dear Mr. Stevens:

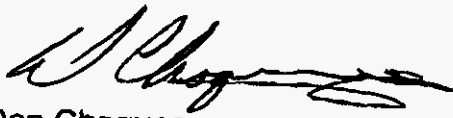
Re: Wildwood Estates PSC Transfer

Pursuant to the terms of the Application for Transfer of water and wastewater facilities to the City of Wildwood, we are required to provide a copy of our latest annual report that has been filed with the Public Service Commission (see attached).

We would appreciate it if you would acknowledge the receipt of the LHTW Properties Inc. d.b.a. Wildwood Estates 1999 Annual Report by signing below in the designated space provided.

Yours truly,

LHTW PROPERTIES INC.



Don Choquer

Enc.

DC/acf

Acknowledged & Received this
30th day of May 2000.

CITY OF WILDWOOD

Per: 
Jim Stevens, City Mgr.

